objects, sometimes, unfortunately, sought to be obtained by unworthy means, and in the prosecution of their common object the action of any one member is binding upon all." For a somewhat similar decision under the English Trade Union Acts see *The Taff Vale Railway Co.* v. *The Amalgamated Society of Railway Servants,* L. R. [1901], A. C. 426. For *dictum contra* see *Diamond Block Coal Co.* v. *United Mine Workers of America, supra.* As to the general right to injunction to restrain a third party from inducing a breach of employment see *Hitchman Coal & Coke Co.* v. *Mitchell,* 38 Sup. Ct. 65, commented on in 16 MICH. L. REV. 250, article in 27 YALE L. J. 779; *Eagle Glass & Mfg. Co.* v. *Rowe,* 38 Sup. Ct. 80; *McMichael* v. *Atlanta Envelope Co.,* 151 Ga. 776.

TRADE NAMES—DESCRIPTIVE WORDS.—Plaintiff, as owner of a business conducted under the name Active Transfer Co. and Active Parcel Delivery, sued to enjoin defendants from using the names Action Transfer Co. and Action Parcel Delivery. *Held,* an injunction was properly granted. *Jaynes* v. *Weickman* (Cal., 1921), 203 Pac. 828.

After holding the similarity of "action" with "active" to be such as would deceive the public, the court declared the adjective "active" not to be descriptive when used in relation to a transfer and parcel delivery company. It was "sufficiently fanciful" to entitle plaintiff "to protect the use as a trade name of the phrase of which it is a part." This distinction is illustrated by the two cases, *Scriven* v. *North,* 124 Fed. 894, and *Globe-Wernicke Co.* v. *Brown,* 121 Fed. 185, holding respectively that "elastic" was descriptive as applied to drawers, but fanciful as applied to book-cases. The narrow line of distinction is shown by comparison of the principal case with the following decisions that the adjectives concerned were descriptive and the phrase was not pre-emptible: "Instantaneous Tapioca," *Bennett* v. *McKinley,* 65 Fed. 505; "Imperial Beer," *Beadleston* v. *Cooke Brewing Co.,* 74 Fed. 229; "Continental Insurance," *Continental Ins. Co.* v. *Continental Fire Assn.,* 96 Fed. 846; "Ever-ready Coffee Mills," *United States* v. *Bronson Co.,* 17 App. D. C. 471; "Gold Medal Saleratus," *Taylor* v. *Gillies,* 59 N. Y. 331; "Snowflake Bread," *Larrabee* v. *Lewis,* 67 Ga. 561; "Health Preserving Corsets," *Ball* v. *Siegel,* 116 Ill. 137; "Favorite Letter File," *Cooke & Cobb Co.* v. *Miller,* 65 N. Y. S. 730; "Lather Kreem Shaving Compound," *Krank Mfg. Co.* v. *Pabst,* 277 Fed. 15. If the court in the principal case had been bothered by these precedents it might have rendered the same decree while saying: "We are of the opinion that the complainants have failed to establish a valid technical trade mark; but inasmuch as the testimony shows unfair competition, which entitles them to an injunction, it is deemed unnecessary to discuss the distinctions which seem to differentiate this case * * *." *Scriven* v. *North,* 134 Fed. 366, 380.

TRIALS—IGNORANCE AND INCOMPETENCE OF ATTORNEY AS GROUND FOR NEW TRIAL.—Defendant was charged with taking indecent liberties with a twelve-year-old girl. At the trial the defendant's attorney sought to show that all